

FENWICK & WEST LLP

555 CALIFORNIA STREET, 12TH FLOOR SAN FRANCISCO, CA 94104
TEL 415.875.2300 FAX 415.281.1350 WWW.FENWICK.COM

June 16, 2008

BRIAN W. CARVER

EMAIL BCARVER@FENWICK.COM
DIRECT DIAL (415) 875-2420

BY E-FILING AND HAND DELIVERY

Honorable James Ware
U.S. District Court, Northern District of California
280 South First Street
Courtroom 8, Fourth Floor
San Jose, CA 95113

Re: Commencement of Discovery in *Corbis Corp. v. MobileToys, Inc.*
(07-cv-05910 JW RS)

Dear Judge Ware:

This letter responds to Mr. Townsend's letter to the Court of earlier today in this matter.

The Court's Scheduling Order adopted the discovery plan proposed by the parties in their joint case management statement. In that joint case management statement, the parties jointly wrote in paragraph 7:

Disclosures: The parties have not yet exchanged Initial Disclosures and propose that such disclosures shall be completed not later than 14 days from the completion of mediation. The Parties will discuss language for a stipulated protective order, pursuant to which confidential information can be produced, if necessary.

As the parties jointly proposed that initial disclosures—the first step in the discovery process—follow the completion of mediation, Corbis believes that discovery in this matter should commence at that time, *after* mediation. The parties have not yet discussed language for a stipulated protective order, making the exchange of confidential information presently untenable.

However, in order to accommodate MobileToys' request for a pre-mediation informal exchange of information, on May 27, 2008, Corbis proposed such an exchange, premised on the entry of a protective order, and opposing counsel indicated he would confer with his client and provide a response. Corbis never received a response to that offer.

While Corbis continues to believe that the parties would be better served by commencing full discovery after mediation, Corbis remains willing to work out an informal pre-mediation

Honorable James Ware
June 16, 2008
Page 2

exchange of information, pursuant to a protective order. MobileToys has simply failed to respond to this approach. To the extent that the Scheduling Order requires clarification, a Proposed Order is included with this letter.

Sincerely,

FENWICK & WEST LLP

A handwritten signature in black ink, appearing to read "Brian W. Carver", with a stylized, flowing script.

Brian W. Carver